

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: )  
Timothy Lynn Pinnon ) Case No. 10-54225  
Joan Marie Pinnon ) Chapter 13  
Debtors, )

CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)**

\$\_\_\_\_\_ per month for \_\_\_\_\_ months.

\$ 1394 per month for 24 months, then \$ 1232 per month for 36 months.

A total of \$\_\_\_\_\_ through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months beginning with the payment due in \_\_\_\_\_, 20\_\_\_\_.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Debtor shall send any tax refund received during the plan to the Trustee; however, debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain from such refunds the lesser of the sum of two monthly plan payments or \$600 from such tax refunds, each year, for necessities. (2) Fifty percent of any distribution paid or payable to the debtor from debtor's pension plan or as an employee bonus. (3) Additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

A minimum of \$\_\_\_\_\_ will be paid to non-priority unsecured creditors. (Dollar amount or 100%)

**DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below:**

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law.

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on

any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
US BANK	\$1175	DEBTOR
CITIMORTGAGE	\$382	DEBTOR

(E) **DSO Claims in equal installments.** Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
M.S. C/O CHILD SUPPORT ENFORCEMENT	\$31,525	0

(F) **Trustee shall pay \$162.38/month for 24 months to Vantage Credit Union in accordance with Debtors' executory contract to transfer vehicle to daughter upon completion of payments.**

4. **Attorney Fees.** Pay Debtor's attorney \$ 1250 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay arrearage on debt secured by liens on real property in equal monthly installments over the period and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
<b>US BANK</b>	<b>\$10,005</b>	<b>48</b>	<b>0</b>
<b>CITIMORTGAGE</b>	<b>\$2327</b>	<b>48</b>	<b>0</b>

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.31% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
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(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.31% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
<b>FIFTH THIRD BANK</b>	<b>\$8700</b>	<b>\$14,000</b>	<b>60</b>	<b>\$10,460</b>
<b>CHRYSLER FINANCIAL</b>	<b>\$9000</b>	<b>\$10,200</b>	<b>60</b>	<b>\$10,800</b>
<b>CHRYSLER FINANCIAL</b>	<b>\$3800</b>	<b>\$8,000</b>	<b>60</b>	<b>\$4,400</b>

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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6. Pay \$ 300 of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME

TOTAL AMOUNT DUE

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 52,636.00 Estimated amount available \$ 0. Estimated repayment in Chapter 7: \$ \_\_\_\_\_. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$ 0.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR

COLLATERAL

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR

CONTRACT/LEASE

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE,

RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.

DATE: 12/16/2010

DEBTOR: /s/ Timothy Lynn Pinnon

DATE: 12/16/2010

DEBTOR: /s/ Joan Marie Pinnon

## CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document was served upon John V. LaBarge, Jr., Chapter 13 Trustee, PO Box 430908, St. Louis MO 63143 and the attached list by placing same in a postage prepaid envelope and placing in U.S. Mail this 17 December 2010.

/s/ DLGordon

Missouri Dept. of Revenue  
Bankruptcy Unit  
POBox 475  
Jefferson City, MO 65105

Care Credit / GEMB  
Attn: Bankruptcy Dept.  
PO Box 103106  
Roswell, GA 30076

Barclays Bank Delaware  
PO Box 8803  
Wilmington, DE 19899

Chase  
PO Box 15298  
Wilmington, DE 19850-5298

Beneficial / HFC  
961 N Weigel Ave.  
Elmhurst, IL 60126-1058

Chase Card Services  
PO Box 15298  
Wilmington, DE 19850-5298

Beneficial/Household Finance Co.  
PO Box 3425  
Buffalo, NY 14240

Chase/ TJX  
PO Box 15298  
Wilmington, DE 19850-5298

Best Buy/HSBC  
Retail Services  
PO Box 15521  
Wilmington, DE 19850-5521

Child Suppor Enforcement  
PO Box 2320  
Jefferson City, MO 65102

BP / Chase  
PO Box 15298  
Wilmington, DE 19850-5298

Child Support Enforcement  
PO Box 1527  
2009 Saint Marys Blvd  
Jefferson City, MO 65109-1101

Capital One  
PO Box 85167  
Richmond, VA 23285-5167

Chrysler Financial  
Attn: Customer Resolution Dept.  
PO Box 1622  
Roanoke, TX 76262

Capital One  
PO Box 30281  
Salt Lake City, UT 84130

Chrysler Financial  
Correspondence / Credit Dispute  
PO Box 9223  
Farmington, MI 48333-9223

CitiMortgage, Inc.  
PO Box 660065  
Dallas, TX 75266-0065

Consumer Advocates Credit Counselors,  
In  
23123 US 441, Ste 107  
Boca Raton, FL 33428

Discover Card  
PO Box 30943  
Salt Lake City, UT 84130

Enhanced Recovery  
1055 Deerwood Pk Blvd., #6  
Jacksonville, FL 32256

Fifth Third Bank  
Fifth Third Center  
Cincinnati, OH 45263

GEMB / Lowes  
PO Box 981426  
El Paso, TX 79998

HSBC Bank  
PO Box 5253  
Carol Stream, IL 60197

HSBC Bank / Direct Merchants Bank  
PO Box 29468  
Phoenix, AZ 85038-9468

HSBC Bank Nevada  
c/o National Credit Adjusters  
327 W 4th Ave.  
Hutchinson, KS 67501

HSBC Bank Nevada, NA  
c/o Firstsource Advantage, LLC  
205 Bryant Woods South  
Buffalo, NY 14228

IC System Inc  
444 Hwy 96 East  
PO Box 64378  
Saint Paul, MN 55164-0378

JCPenney  
PO Box 981131  
El Paso, TX 79998

Kohl's / Chase  
PO Box 3043  
Milwaukee, WI 53201-3043

Kramer & Frank PC  
c/o Irwin James Frankel  
9300 Dielman Ind Dr., Ste 100  
Saint Louis, MO 63132

macy\*s  
Bankruptcy Processing  
PO Box 8053  
Mason, OH 45040

NCO  
PO Box 15270  
Wilmington, DE 19850

Sprint  
c/o Enhanced Recovery Co. LLC  
8014 Bayberry Rd.  
Jacksonville, FL 32256

St. Joseph's Kirkwood  
c/o NCO Financial  
PO Box 13570  
Philadelphia, PA 19101

Target National Bank  
% Target Credit Services  
PO Box 1581  
Minneapolis, MN 55440-1581

US Bank Home Mortgage  
PO Box 20005  
4801 Frederica St.  
Owensboro, KY 42304-0005

US Bank Mortgage Service  
c/o Millsap & Singer, LLC  
612 Spirit Dr.  
Chesterfield, MO 63005

USBank  
PO Box 64991  
Saint Paul, MN 55164-9505

Vantage Credit Union  
Administrative Office  
PO Box 4433  
Bridgeton, MO 63044-2734

Wells Fargo  
PO Box 10347  
Des Moines, IA 50306-0347

Wells Fargo Financial National Bank  
PO Box 10475  
Des Moines, IA 50306